

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>JACQLYN HOWLAND, et al.</b>	:	<b>CIVIL ACTION</b>
<i>Plaintiffs</i>	:	
	:	<b>NO. 22-2686</b>
<b>v.</b>	:	
	:	
<b>THE CINCINNATI INSURANCE</b>	:	
<b>COMPANY</b>	:	
<i>Defendant</i>	:	

**ORDER**

**AND NOW**, this 20<sup>th</sup> day of November 2023, upon consideration of Defendant's *motion for summary judgment*, [ECF 10], Plaintiffs' response in opposition, [ECF 11], and Defendant's reply, [ECF 15], it is hereby **ORDERED**, for the reasons set forth in the accompanying Memorandum Opinion, that as to:

1. Count I of the complaint, the breach of contract claim, the motion is **DENIED**;
2. Count II of the complaint, the bad faith claim, the motion is **GRANTED**. Accordingly, judgment is entered in favor of Defendant and against Plaintiff on this claim; and
3. Count III of the complaint, the declaratory judgment claim, the motion is **DENIED**.<sup>1</sup>

**BY THE COURT:**

/s/ Nitzia I. Quiñones Alejandro  
**NITZIA I. QUIÑONES ALEJANDRO**  
*Judge, United States District Court*

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<sup>1</sup> By separate Order dated November 20, 2023, Plaintiffs' partial motion for summary judgment as to Count III was granted. Thus, the only claim remaining is the breach of contract claim, Count I of the complaint.